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OUR VIIth volume closes with this number. We hope the accompanying volume-index will be found to be a complete key to the contents of the volume.

WE commented a few months ago (*ante* p. 645), on the decision of the Court of Appeals of Maryland, refusing to admit a woman to its bar, upon the ground of her sex. The Senate of that State, however, on March 4, 1902, passed a bill to authorize the admission of women as attorneys in the State courts, the vote being fourteen affirmative to two negative. Though Maryland and Virginia are contiguous, the sentiment upon the subject differs widely. We know of no demand whatever in this State for legislation of this nature.

THE opinion in *Sands* v. *Durham*, 6 Va. Law Reg. 839, 99 Va. 263, in which it was held that a partner who discharges a judgment against his firm, is subrogated to the rights of the creditor against his co-partner's individual real estate, on which the judgment is a lien (overruling a former opinion to the contrary, in the same case), is reported with annotations in 54 L. R. A. 839. It is worthy of note that a similar ruling, on a similar state of facts, has recently been made by the Supreme Court of New York. *Schuyler* v. *Booth*, 74 N. Y. Supp. 733 (Jan. 1902)—citing *Sells* v. *Hubbard*, 2 Johns., ch. 394; *Cuyler* v. *Ensworth*, 6 Paige, 32; *Arnold* v. *Green*, 116 N. Y. 571, 23 N. E. 1; *Sternbach* v. *Friedman*, 34 App. Div. 534, 54 N. Y. Supp. 608; Sheldon Subr. (2d ed.) 260.

THE attention of candidates for admission to the bar is called to recent changes by the Supreme Court of Appeals of this State, in clause 3 of the Rules and Regulations for Licensing Persons to Practise Law. The amended rule reads as follows:

"3. An annual examination will be held at each place of session of the court, as follows: At Richmond, on the first Friday of the January term; at Staunton,

on the first Friday of the September term, and at Wytheville, on the fourth Tuesday in June. No examination of any applicant will be made at any other time than on the days herein named."

There are two important changes made: One in moving forward the date for the examination at Wytheville, from the first Friday in July to the *fourth Tuesday in June;* and the other in omitting the clause rendering a candidate who has failed to pass an examination, ineligible at the succeeding examination. The latter amendment was doubtless made in deference to a recent (but, we think, unwise) statute declaring disappointed candidates eligible at the succeeding examination.

THE strong hand of the law to punish for contempt of its process has been recently shown in the commitment to jail for six months of William Webber and John Haddow by the United States Circuit Court for the Western District of Virginia. The Virginia Iron, Coal and Coke Company was in the hands of receivers appointed by the court, which in October last enjoined the respondents by name from conspiring to interfere with the conduct of the business of the receivers—more specifically, by attempts to dissuade employees of the receivers to quit their service. District Judge McDowell, with whom concurred Circuit Judge Simonton, delivered the opinion of the court, recognizing the right of the employees to join a labor union with legal purposes in view, and also the right to induce "by legal methods and fair, moral suasion," the employees of the receivers to join such an organization. "But if," continues the court, "the object of the union is illegal, or if the methods employed by it, either to induce acquisitions to its ranks or to accomplish its ulterior purposes, are illegal, it appears to be well settled that the persons who combine in such efforts are conspirators."

We have not seen an official copy of the opinion, and therefore cannot say whether it defines just what methods are legal and what are illegal, and what suasion is fair and moral, and what is not. We presume, however, that the opinion contains no such definition. Such an inquiry must be largely speculative, each case being judged rather by its own circumstances than by any general rule. As far as the respondents in this case are concerned, they may at least be sure that the court considered their conduct illegal, unfair and immoral. There is no room for doubt by them on this point. The lesson of the judgment, easily learned by all, is the old one—interpret all federal injunctions liberally against the party enjoined.

ACTION similar to the foregoing was initiated on March 26, 1902, by the Corporation Court of Norfolk, in the entry of an order restraining by name eighteen employees of the Norfolk Street Railway and Light Company "and all persons whomsoever from attacking the cars of the said plaintiff company, or its employees thereon, . . . and finally from doing any act whatever in futherance of any conspiracy or combination to injure the cars, railroad or other property of said company." The terms of the order do not extend to the dissuasion of employees of the plaintiff, but are sufficiently broad, if obeyed, to afford a solution of the difficulties incident to the recent street-car strike in Norfolk. We shall await the result with interest. The Supreme Court of Pennsylvania has recently had the general question before it in *Flaccus* v. *Smith*, 54 L. R. A. 640, and holds that an "injunction to restrain a representative of a labor union from enticing apprentices to break their contract and become members of the union, is properly granted at the instance of a manufacturer whose apprentices are under express contract not to join a labor union."

IN a recent Rhode Island case, an infant procured a policy of insurance on his life, in the application for which he made the false statement that he had not suffered from rheumatism. This statement was stipulated to be a warranty. The policy was payable to a third person as beneficiary. In a suit to recover the amount of the policy, after death of the infant, it was held that the beneficiary might set up the infancy of the insured, in reply to the insurer's plea of breach of warranty. *O'Rourke* v. *John Hancock Mut. Life Ins. Co.* (R. I.), 50 Atl. 834.

The court thus, in effect, holds that an infant—or one in privity with him—may bring suit on a contract claiming the benefits thereof, and yet repudiate such parts of the contract as are burdensome. There is no rule more familiar or better settled than that a contract is an entirety, and that where the right of repudiation exists—whether on the ground of infancy or for other legal cause—it must be exercised *in toto* or not at all. One cannot claim the benefits of a contract, and yet repudiate the burdens. It would indeed be a remarkable result, if an infant should be permitted to make a contract, by the terms of which he is to receive a benefit only on performance by him of some stipulated condition, and then claim the benefit while in the same breath repudiating the condition. An adult, for instance, promises to pay an infant $100, on condition that the latter do certain

work for the former. Would any lawyer advise that the infant might repudiate the condition and yet recover the amount promised? This, however, is precisely what the Rhode Island court has solemnly held he may do. The insurance company promised to pay the amount of the policy only on condition that the warranties were true. Yet the court permits the broken warranties to be disaffirmed, and a recovery to be had on what remains of the contract. The same principle would enable the infant, or his privies, to repudiate any other condition in the policy, and hence the important condition, present in every life policy, that premiums shall be promptly paid—with the result that the infant may insure his life, in ever so large an amount, which he or his privies may recover without paying a single premium. Authority is scarcely needed to establish the utter fallacy of such a doctrine. See the cases collected in note to *Craig* v. *Van Bebber* (Mo.), 18 Am. St. Rep. 659–661.